

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: April 29, 2024

CAO File No. 0150-12623-0000

Council File No.

Council District: 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Correspondence from the Los Angeles World Airports Board of Airport Commissioners (Board) dated February 15, 2024 and March 8, 2024; referred by the Mayor for a report on March 20, 2024

Subject: **RESOLUTION NO. 27908 AND PROPOSED FIRST AMENDMENT TO CONTRACTS DA-5421 WITH RUM & HUMBLE, INC., AND DA-5422 WITH FUTURE ROOTS, INC., DBA DUBLAB FOR DEVELOPMENT AND IMPLEMENTATION OF A MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM AT LOS ANGELES INTERNATIONAL AIRPORT**

RECOMMENDATION

That the Mayor:

1. Approve Los Angeles World Airports (LAWA) Board Resolution No. 27908 authorizing two proposed First Amendments: one to Contract DA-5421 with Rum & Humble, Inc. and the other to Contract DA-5422 with Future Roots, Inc., dba DUBLAB, to extend their respective contract terms by one year, with the option to further extend each contract for an additional year. Furthermore, the amendment will augment each contract authority by \$190,000 per each added year, totaling \$380,000 over the two year period. This increases each contract authority from \$570,000 to \$950,000, resulting in a combined contract limit not-to-exceed \$1,900,000 to continue the development and implementation of a Musical Arts and Cultural Production Program at Los Angeles International Airport;
2. Adopt the California Environmental Quality Act (CEQA) determinations of the March 8, 2024 Board of Airport Commissioners (Board) Resolution 27909, that this action is exempt from CEQA pursuant to Article II, Section 2(f) of the Los Angeles City CEQA Guidelines; and
3. Authorize the LAWA Chief Executive Officer, or designee, to execute the proposed First Amendments with Rum & Humble, Inc., and Future Roots, Inc., dba DUBLAB, after approval as to form by the City Attorney and approval by the City Council.

SUMMARY

The Los Angeles World Airports (LAWA) Board of Airport Commissioners (Board) requested approval of its March 8, 2024 Resolution 27909 authorizing two distinct contract amendments to develop and implement a Musical Arts and Cultural Production Program at Los Angeles International Airport (LAX): one to Contract DA-5421 with Rum & Humble, Inc. (Rum & Humble) and the other to Contract DA-5422 with Future Roots, Inc., dba DUBLAB (Future Roots). Approval of the proposed First Amendments will result in two key outcomes: extending the duration of both contracts by one year and increasing the combined contract limit to an amount not-to-exceed \$1,900,000.

Rum & Humble – The contract was executed on July 21, 2021 and is set to terminate on July 20, 2024. Approval of the First Amendment will extend the term of the contract from July 21, 2024 to July 20, 2025, plus an option to further extend the contract by one year, and increase the contract authority from \$570,000 to \$950,000; and

Future Roots – The contract was executed on April 23, 2021 and terminated on April 22, 2024. Approval of the First Amendment will retroactively extend the term of the contract from April 23, 2024 to April 22, 2025, plus an option to further extend the contract by one year, and increase the contract authority from \$570,000 to \$950,000.

The proposed amendment to each contract is subject to approval as to form by the City Attorney. Pursuant to Charter Section 373 and Los Angeles Administrative Code Section 10.5, Council approval is required because the cumulative contract term exceeds three years. Our Office has reviewed the request and recommends approval.

BACKGROUND

Rum & Humble, Inc., and Future Roots, Inc., dba DUBLAB (hereinafter collectively referred as “Musical Arts Consultants”) are contracted by LAX to develop and implement a Musical Arts and Cultural Production Program known as “LAX Presents.” This program encompasses the planning, managing, and production of live music, dance, theatrical performances, and cultural programming events throughout the LAX terminals. Both consulting firms have leveraged their expertise to curate a diversified range of high-quality musical and cultural offerings, enhancing the traveler experience by integrating artistic expression into the travel environment, creating an enriching experience for passengers.

On February 6, 2020 (Resolution No. 26936), the Board approved two distinct contracts with the Musical Arts Consultants. Each contract consisted of a three-year term, with an equivalent contract authority of \$570,000, for a combined total not-to-exceed \$1,140,000. The contract with Rum & Humble was set to conclude on July 20, 2024, whereas the agreement with Future Roots was due to terminate on April 22, 2024.

On February 15, 2024 and March 8, 2024, the Board approved a LAWA staff report and Resolution 27908 requesting authority to execute separate First Amendments to the two Musical Arts and

Cultural Production Program contracts. Amending the contracts will extend the respective terms by one year, with an option to further extend the contracts for an additional year. Approval of the First Amendment will extend Rum & Humble's contract to July 20, 2025, and that of Future Roots to April 22, 2025. Additionally, the First Amendment will increase each contract authority by \$380,000, expanding the contract capacity from \$570,000 to \$950,000, for a combined contract value of \$1,900,000.

Expenditures – The Department staff indicates that approximately 83 percent or \$472,798 out of the total appropriation of \$570,000 for Rum & Humble has been exhausted, whereas roughly 48 percent or \$271,515 of the allocated amount of \$570,000 for the Future Roots contract has been expended. The remaining balance for each contract is \$97,202 for Rum & Humble, and \$298,485 for Future Roots. LAWA reports that there are insufficient funding remaining in the respective contract authorities to continue LAX Presents. The table below summarizes the contract activities and the additional funds necessary to maintain the Musical Arts and Cultural Production Program:

Contract Authority and Expenditures:		
Rum & Humble, Inc. Contract - No. DA-5421 and Future Roots Contract - No. DA-5422		
Description of Budget Activities	Rum & Humble, Inc.	Future Roots
Original Contract Authority	\$570,000	\$570,000
<u>Total Contract Expenditures</u>	<u>(472,798)</u>	<u>(271,515)</u>
Remaining Contract Value	\$97,202	\$298,485
Proposed First Amendment Increase	\$380,000	\$380,000
<u>Remaining Contract Value</u>	<u>97,202</u>	<u>298,485</u>
New Funding Available	\$477,202	\$678,485
Original Contract Authority	\$570,000	\$570,000
<u>Proposed First Amendment Amount</u>	<u>380,000</u>	<u>380,000</u>
New Contract Authority	\$950,000	\$950,000

Request for Maximum Allowance Increases – The Department reports that the overall costs for maintaining the Musical Arts and Cultural Production Program at LAX have escalated beyond the original agreement as a result of a sharp rise in national inflation rates. The financial implications of these increased costs necessitates an adjustment in the maximum allowances to facilitate and sustain the operations of LAX Presents. Consequently, the First Amendment requests increases in the maximum allowances for critical components of the program, such as Musical Arts Consultant's cost proposals, sound equipment rental charges, cartage fees, and various miscellaneous expenses. Attachment 1 to this report provides an overview of the original costs versus the new costs proposed in the amended agreement.

CITY COMPLIANCE

Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Disabled Veterans Business Enterprise Participation - The Department's Procurement Services Division staff has reviewed this action (File No. 9100) and indicates that no mandatory SBE, LBE, LSBE, or DVBE goals were established for this contract since no subcontracting opportunities were identified.

California Environmental Quality Act (CEQA) – On February 15, 2024, the Board determined that the proposed First Amendment to the contracts with Rum & Humble and Future Roots for the development and implementation of a Musical Arts and Cultural Production Program at Los Angeles International Airport will not directly impact the environment and is exempt from CEQA pursuant to Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

The proposed Agreement includes provisions to ensure compliance with applicable City Ordinances, contracting, and insurance requirements. The City Attorney has reviewed and approved the original contracts. The proposed First Amendment to the contracts will be executed upon approval as to form by the City Attorney and approved by the Council. In accordance with Charter Section 373 and Administrative Code Section 10.5(a) and 10.5 (b)(2), the proposed Agreement requires Council approval because the total term of each Agreements exceed three years. Our Office recommends approval.

FISCAL IMPACT STATEMENT

Approval of the proposed First Amendment to Los Angeles World Airports' Contract DA-5421 with Rum and Humble, Inc., and to Contract DA-5422 with Future Roots, Inc., dba DUBLAB, to augment the respective contract authorities by \$380,000, resulting in an increase from \$570,000 to \$950,000, for a combined contract authority not-to-exceed \$1,900,000 will have no impact on the City's General Fund. Costs for operating expenses are available in the Fiscal Year 2023-24 Los Angeles World Airports Operating Budget in Cost Center 1150184 – Arts Program, Commitment Item 520 – Contractual Services. Funding for subsequent years will be requested as part of LAWA's annual budget process. The recommendations in this report comply with the Los Angeles World Airports' adopted Financial Policies.

Attachment 1 – Rum & Humble, Inc., and Future Roots, Inc. dba DUBLAB

Attachment 2 – BOAC February 15, 2024 and March 8, 2024 Resolution No. 27908

ATTACHMENT 1

Cost Comparison Between the Initial Contract and the Proposed Second Amendment		
Description	Original Contract Maximum Allowance Rate	Second Amendment Maximum Allowance Rate
Sound Equipment Rental	\$550/performance	\$600/performance
Cartage Fee	\$1,000/year	\$2,800/year
Miscellaneous Expenses	\$1,000/year	\$4,000/year
<i>Consultant's Cost Proposal:</i>		
<i>Rum & Humble</i>		
Project Manager	\$150/hour	\$175/hour
Production Manager	N/A	\$50/hour
Sound Technician	N/A	\$40/hour
Production Assistant	\$32.50/hour	\$37/hour
Graphic Designer	\$150/hour	\$175/hour
Photographer	N/A	\$325/show
<i>Future Roots</i>		
Curator & Event Producer/Manager	\$60/hour	\$72/hour
Project Manager	\$75/hour	\$80/hour
Production Asst./AV Technician	N/A	\$65/hour
Graphic Designer	\$45/hour	\$60/hour
Communications and Promotion	\$35/hour	\$45/hour

ATTACHMENT 2



March 28, 2024

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall – Room 303
Los Angeles, CA 90012

ATTN: Heleen Ramirez, Legislative Coordinator
ATTN: Thomas Arechiga, Deputy Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Karen Bass
Mayor

Board of Airport
Commissioners

Karim Webb
President

Matthew M. Johnson
Vice President

Vanessa Aramayo
Courtney La Bau
Victor Naro
Nicholas P. Roxborough
Valeria C. Velasco

John Ackerman
Chief Executive Officer

RE: Request to approve First Amendment to Contract DA-5421 with Rum & Humble, Inc. and to Contract DA-5422 with Future Roots Inc., dba DUBLAB

In accordance with Executive Directive No. 4, we are transmitting a copy of the specified board report for the request to approve First Amendment to Contract DA-5421 with Rum & Humble, Inc. and to Contract DA-5422 with Future Roots Inc., dba DUBLAB, for development and implementation of a Musical Arts and Cultural Production Program at Los Angeles International Airport, to increase each contract authority by \$380,000, and to extend Rum & Humble, Inc.'s term through July 20, 2025, and to extend Future Roots Inc.'s term through April 22, 2025, with the provision for a potential extension for an additional year within each contract.

City Council approval is required pursuant to Section 373 of the Los Angeles City Charter.

Sincerely,

John
Ackerman

Digitally signed by John
Ackerman
Date: 2024.03.12
12:48:56 -07'00'

John Ackerman
Chief Executive Officer

JA:MSA:ksf





Item Number
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Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:


Teresa Mestas (Feb 9, 2024 14:40 PST)

Terri Mestas, Chief Development Officer

Reviewer:


Hector Huezo (Feb 9, 2024 14:50 PST)

Brian C. Ostler, City Attorney


John Ackerman (Feb 9, 2024 16:24 PST)

John Ackerman, Chief Executive Officer

Meeting Date

2/15/2024

Needs Council Approval: ☒ Y

Reviewed for/by	Date	Approval Status	By
Finance	2/7/2024	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	1/31/2024	<input checked="" type="checkbox"/> Y	MD
Procurement	2/5/2024	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	BG
Guest Experience	1/31/2024	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	2/6/2024	<input checked="" type="checkbox"/> Y	BNZ

SUBJECT

Request to approve First Amendment to Contract DA-5421 with Rum & Humble, Inc. and to Contract DA-5422 with Future Roots Inc., dba DUBLAB, for development and implementation of a Musical Arts and Cultural Production Program at Los Angeles International Airport, to increase each contract authority by \$380,000, and to extend Rum & Humble, Inc.'s term through July 20, 2025, and to extend Future Roots Inc.'s term through April 22, 2025, with the provision for a potential extension for an additional year within each contract.

RECOMMENDATIONS

Management RECOMMENDS that the Board of Airport Commissioners:

1. ADOPT the Staff Report.
2. DETERMINE that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
3. FIND that the work can be performed more economically or feasibly by an independent contractor than by City employees.
4. APPROVE the First Amendment to Contract DA-5421 with Rum & Humble, Inc., for development and implementation of a Musical Arts and Cultural Production Program at Los Angeles International Airport, to add funds in the amount of \$380,000, and to extend the term through July 20, 2025, with the provision for a potential extension of an additional year.

5. FURTHER APPROVE the First Amendment to Contract DA-5422 with Future Roots, Inc., dba DUBLAB, for development and implementation of a Musical Arts and Cultural Production Program at Los Angeles International Airport, to add funds in the amount of \$380,000, and to extend the term through April 22, 2025, with the provision for a potential extension of an additional year.
6. AUTHORIZE the Chief Executive Officer, or designee, to execute the First Amendments with Rum & Humble Inc. and Future Roots, Inc., dba DUBLAB, upon approval as to form by the City Attorney and approval by the Los Angeles City Council.

DISCUSSION

1. Purpose

The purpose of the Musical Arts and Cultural Production Program (LAX Presents) is to elevate the atmosphere of the airport and enhance the overall guest experience by presenting live music and cultural performances that highlight and celebrate the local culture and talent of the City of Los Angeles. The two contracts under consideration are instrumental in creating and executing diverse programs for the LAX Presents performance series. Performances are staged across the terminals, strategically easing moments of stress for travelers and ensuring a consistently innovative, exciting, and welcoming airport environment.

2. Prior Related Actions/History of Board Actions

- **February 6, 2020 – Resolution No. 26936 (DA-5421 and DA-5422)**
The Board of Airport Commissioners (Board) awarded two three-year contracts to Rum & Humble, Inc. and Future Roots Inc., dba DUBLAB (DUBLAB), covering development and implementation of a Musical Arts and Cultural Production Program at Los Angeles International Airport (LAX), and provision of marketing and public relations services for Los Angeles World Airports (LAWA) events, for a cost not to exceed \$570,000 for each contract, and appropriated \$170,000 and \$180,000, respectively, for said services.

3. Current Action/Rationale

Staff request approval for the First Amendments to the contracts with Rum & Humble, Inc. and DUBLAB. This proposed arrangement spans one year, with the provision for a potential extension of an additional year. The primary objective of these contracts is the continued development and execution of LAX Presents, encompassing the planning, management, and production of diverse live music, dance, theatrical performances, and special events at LAX. Rum & Humble, Inc., and DUBLAB will operate under the supervision and direction of the LAWA Art Program Manager.

During the current contracts, both contractors have presented an array of musical and cultural performances and programs, a sample of which follows:

Rum & Humble, Inc.

- Presented over 30 musical groups, including several dance performances, while showcasing local talent
- Produced a special performance with the Malaya Filipino American Dance Arts group to celebrate Philippine Airlines' new location at the Tom Bradley International Terminal (TBIT) West Gates
- Featured international artists who are touring throughout the United States and can add a special performance at LAX while touring in Los Angeles

DUBLAB

- Produced a site-specific sound installation titled *The Orchestrina* for the tunnel connecting TBIT to the West Gates. The sound installation features 30 artists and a bespoke software system that creates an infinite range of musical combinations, providing a distinctive soundtrack to the traveler's sonic journey.
- Presented an art exhibition for the West Gates titled "Luminaries of Light and Space," highlighting pioneers and innovators of one of Los Angeles' most notable homegrown visual art movements, the Light and Space Movement. It was curated by Laura Whitcomb of Label Curatorial, featuring artists Peter Alexander, Larry Bell, Gisela Colón, Laddie John Dill, Fred Eversley, Robert Irwin, John McCracken, Helen Pashgian, Hap Tivey, and De Wain Valentine.

Both contractors have demonstrated in-depth experience and expertise in delivering a range of music and cultural programming options in unique environments, which allows the LAWA Art Program flexibility and the ability to be responsive to LAWA's programming, marketing, and public relations needs. Both firms have connections with a broad range of different artists and performers, thereby increasing the diversity and variety of performances and special events LAWA can provide to its guests.

4. Fiscal Impact

Costs incurred under these contracts will be recovered through the City of Los Angeles' mandated Percent for Public Art Program.

5. Alternatives Considered

- **Utilize City Staff**
Staff considered developing and implementing this program with internal staff but determined that LAWA did not have staff with the appropriate expertise or experience to successfully implement and manage LAX Presents.

6. How This Action Advances a Specific Strategic Plan Goal and Objective

This action advances this strategic goal and objective: *Provide Exceptional Guest Experiences: Improve customer satisfaction.* Live performances offer guests an immersive and firsthand encounter with the rich culture and vibrancy inherent to the City of Los Angeles. The delivery of high-quality performances not only serves to entertain guests but also aims to create a positive and memorable impression of LAX. Additionally, these live

experiences are strategically designed to divert passengers' attention from the conventional stresses associated with travel.

This action also advances this strategic goal and objective: *Foster Equitable Economic Growth and Sustainability in Our Region: Enable equitable participation.* This program taps into the incredible artists in our communities and helps maximize the participation of local, Los Angeles-based artistic and musical talent in a space that provides access to, and visibility within, a broad travel audience.

Inclusivity

The chart below reflects performance artist curators' contributions, achievements, and impact during the current contract. The "LAX Presents Performance" program played a crucial role in shaping the cultural and artistic landscape within LAX airport, and their efforts have significantly contributed to LAWA's mission to improve the guest experience.

DUBLAB featured 30 Los Angeles-based artists and is a non-profit, internet radio station based in Los Angeles. Since 1999, DUBLAB has been broadcasting a wide spectrum of music from around the world embracing the vibrant cultures that make up Los Angeles.

Rum & Humble, Inc. presented 32 musical groups, of which 25 are Los Angeles-based. Rum & Humble, Inc. plays a key role in presenting many of the world's most celebrated performing artists to a multitude of audiences in the U.S. and, notably, at LAX.

Through the LAX Presents Performance Program, DUBLAB and Rum & Humble, Inc. bring the sounds and cultures of the world to LAX by capitalizing on our local diversity and talent.

Performance Artist Firms	Women Artists	Artists of Color	Local / Regional Artists
Music & Cultural Performances	50%	82%	88%

APPROPRIATIONS

Funds for these contracts are available in the Fiscal Year 2023-2024 Los Angeles World Airports Operating Budget in Cost Center 1150184 – Arts Program, Commitment Item 520 – Contractual Services. Funding for subsequent years will be requested as part of the annual budget process.

STANDARD PROVISIONS

1. This item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.
2. The underlying contract was approved as to form by the City Attorney.
3. Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373.

4. Rum & Humble, Inc. and DUBLAB are required by contract to comply with the provisions of the Living Wage Ordinance.
5. Procurement Services had reviewed this action (File No. 9100). No Business Enterprise, level of participation was set for this project as no subcontracting opportunities were identified.
6. Rum & Humble, Inc. and DUBLAB are required by contract to comply with the provisions of the Affirmative Action Program.
7. Rum & Humble, Inc. has been assigned Business Tax Registration Certificate No. 0002978621-0001-1. DUBLAB has been assigned Business Tax Registration Certificate No. 0002410613-0001-2.
8. Rum & Humble, Inc. and DUBLAB are required by contract to comply with the provisions of the Child Support Obligations Ordinance.
9. Rum & Humble, Inc. and DUBLAB have approved insurance documents, in the terms and amounts required, on file with the Los Angeles World Airports.
10. Pursuant to Charter Section 1022, staff determined the work specified on this contract can be performed more feasibly and economically by Independent Contractors than by City employees.
11. Rum & Humble, Inc. and DUBLAB have submitted the Contractor Responsibility Program Pledge of Compliance and will comply with the provisions of the Contractor Responsibility Program.
12. Rum & Humble, Inc. and DUBLAB have been determined by Public Works, Office of Contract Compliance to be in compliance with the provisions of the Equal Benefits Ordinance.
13. Rum & Humble, Inc. and DUBLAB will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX Airport jobs.
14. Rum & Humble, Inc. and DUBLAB have submitted the Bidder Contributions CEC Form 55 and will comply with its provisions.
15. This action is not subject to the provisions of the Iran Contracting Act.

March 8, 2024

The Honorable City Council
of the City of Los Angeles
(via email)

Subject: First Amendment to Contracts DA-5421 with Rum & Humble Inc. and DA-5422
with Future Roots Inc. dba DUBLAB

Enclosed for your consideration are the First Amendment to Contracts DA-5421 with Rum & Humble Inc. and DA-5422 with Future Roots Inc. dba DUBLAB that were approved by the Board of Airport Commissioners at its February 15, 2024 meeting. There is no impact to the General Fund.

LAX

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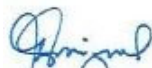
John Ackerman
Chief Executive Officer

RECOMMENDATIONS FOR CITY COUNCIL:

1. Adopt the determination by said Board that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; and
2. Approve the First Amendment to Contracts DA-5421 with Rum & Humble Inc. and DA-5422 with Future Roots Inc. dba DUBLAB to increase their respective contract authorities by \$380,000 and extend their terms through July 20, 2025 and April 22, 2025, respectively, both with a one (1)-year extension option, covering development and implementation of a musical arts and cultural production program at Los Angeles International Airport; and
3. Concur with said Board's action on February 15, 2024, by Resolution 27908, authorizing the Chief Executive Officer, or designee, of Los Angeles World Airports to execute said First Amendment to Contracts DA-5421 with Rum & Humble Inc. and DA-5422 with Future Roots Inc. dba DUBLAB.

This document and its attachments are advisory only and do not constitute a complete and official submittal to the City Council. The official submittal, including this document and its attachments, will be submitted electronically to the City Council and the Council File Management System pursuant to Charter Section 373 via the City Clerk's website when the file is complete.

Very truly yours,



Grace Miguel, Commission Executive Assistant II
Board of Airport Commissioners Office
Los Angeles World Airports

Enclosures

cc: CAO (Airport Analyst), e-file
CLA (Airport Analyst), e-file



RESOLUTION NO. 27908

WHEREAS, on recommendation of Management, there was presented for approval, First Amendment to Contracts DA-5421 with Rum & Humble Inc. and DA-5422 with Future Roots Inc. dba DUBLAB to increase their respective contract authorities by \$380,000 and extend their terms through July 20, 2025 and April 22, 2025, respectively, both with a one (1)-year extension option, covering development and implementation of a musical arts and cultural production program at Los Angeles International Airport; and

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John Ackerman
Chief Executive Officer

WHEREAS, the primary objective of said contracts is the continued development and execution of the musical arts and cultural production program, LAX Presents, encompassing the planning, management, and production of diverse live music, dance, theatrical performances, and special events at Los Angeles International Airport (LAX). Rum & Humble Inc. and DUBLAB operate under the supervision and direction of the Los Angeles World Airports (LAWA) Art Program Manager; and

WHEREAS, LAX Presents played a crucial role in shaping the cultural and artistic landscape within LAX and significantly contributed to LAWA's mission to improve the guest experience. Through LAX Presents, DUBLAB and Rum & Humble Inc. bring the sounds and cultures of the world to LAX by capitalizing on local diversity and talent. Under their current contracts, both contractors have presented an array of musical and cultural performances and programs, including the following:

- *Rum & Humble Inc.*

- Presented over 30 musical groups, including several dance performances, while showcasing local talent
- Produced a special performance with the Malaya Filipino American Dance Arts group to celebrate Philippine Airlines' new location at the Tom Bradley International Terminal (TBIT) West Gates
- Featured international artists who are touring throughout the United States and can add a special performance at LAX while touring in Los Angeles

- *DUBLAB*

- Produced a site-specific sound installation titled *The Orchestrina* for the tunnel connecting TBIT to the West Gates. The sound installation features 30 artists and a bespoke software system that creates an infinite range of musical combinations, providing a distinctive soundtrack to the traveler's sonic journey.
- Presented an art exhibition for the West Gates titled *Luminaries of Light and Space* highlighting pioneers and innovators of one of Los Angeles' most notable homegrown visual art movements, the Light and Space Movement; and

WHEREAS, both contractors have demonstrated in-depth experience and expertise in delivering a range of music and cultural programming options in unique environments, which allow the LAWA Art Program flexibility and the ability to be responsive to LAWA's programming, marketing, and public relations needs. Both contractors have connections with a broad range of different artists and performers, thereby increasing the diversity and variety of performances and special events LAWA can provide to its guests; and



WHEREAS, funds for the contracts are available in the Fiscal Year 2023-2024 LAWA Operating Budget in Cost Center 1150184 – Arts Program, Commitment Item 520 – Contractual Services. Funding for subsequent years will be requested as part of the annual budget process; and

WHEREAS, this item, as a continuing administrative, maintenance and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; and

WHEREAS, Rum & Humble Inc. and DUBLAB are required by contract to comply with the provisions of the Living Wage Ordinance; and

WHEREAS, Rum & Humble Inc. and DUBLAB are required by contract to comply with the provisions of the Affirmative Action Program; and

WHEREAS, Rum & Humble Inc. and DUBLAB have been assigned Business Tax Registration Certificates 0002978621-0001-1 and 0002410613-0001-2, respectively; and

WHEREAS, Rum & Humble Inc. and DUBLAB are required by contract to comply with the provisions of the Child Support Obligations Ordinance; and

WHEREAS, Rum & Humble Inc. and DUBLAB have approved insurance documents, in the terms and amounts required, on file with LAWA; and

WHEREAS, pursuant to Charter Section 1022, staff determined that the work specified on the contracts can be performed more feasibly and economically by Independent Contractors than by City employees; and

WHEREAS, Rum & Humble Inc. and DUBLAB have each submitted the Contractor Responsibility Program Pledge of Compliance, and will comply with the provisions of said program; and

WHEREAS, Rum & Humble Inc. and DUBLAB have been determined by Public Works, Office of Contract Compliance, to be in compliance with the provisions of the Equal Benefits Ordinance; and

WHEREAS, Rum & Humble Inc. and DUBLAB will be required to comply with the provisions of the First Source Hiring Program for all non-trade LAX jobs; and

WHEREAS, Rum & Humble Inc. and DUBLAB have each submitted the Bidder Contributions CEC Form 55, and will comply with its provisions; and

WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the Staff Report; determined that this action is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; found that the work can be performed more economically or feasibly by an independent contractor than by City employees; approved the First Amendment to Contracts DA-5421 with Rum & Humble Inc. and DA-5422 with Future Roots Inc. dba DUBLAB to increase their respective contract authorities by \$380,000 and extend their terms through July 20, 2025 and April 22, 2025, respectively, both with a one (1)-year extension option, covering development and implementation of a musical arts and cultural production program at Los Angeles International Airport; and authorized the Chief Executive Officer, or designee, to execute said First Amendment to Contracts DA-5421 with Rum

& Humble Inc. and DA-5422 with Future Roots Inc. dba DUBLAB after approval by the Los Angeles City Council and approval as to form by the City Attorney.

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I hereby certify that this Resolution No. 27908 is true and correct, as adopted by the Board of Airport Commissioners at its Regular Meeting held on Thursday, February 15, 2024.

A handwritten signature in blue ink, appearing to read "Grace Miguel", is positioned above the printed name.

Grace Miguel – Secretary
BOARD OF AIRPORT COMMISSIONERS

**FIRST AMENDMENT
TO
MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM
AGREEMENT DA-5421
BETWEEN THE
CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND
RUM AND HUMBLE, INC.**

THIS FIRST AMENDMENT to MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM AGREEMENT DA-5421 with RUM AND HUMBLE (hereinafter referred to as “Agreement”) is entered into and effective this ____ day of ____, 2024, at Los Angeles, California, by and between the **CITY OF LOS ANGELES**, a municipal corporation, (herein after referred to as “City”), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as “Board”) of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as “Department” or “LAWA”), and **RUM AND HUMBLE, Inc.** (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, LAWA and CONSULTANT entered into DA-5421 (hereinafter the “Agreement”) on February 28, 2020, and LAWA issued the Notice to Proceed to CONSULTANT effective July 21, 2021;

WHEREAS, the Agreement term would expire July 20, 2024;

WHEREAS, LAWA and CONSULTANT desire to amend the Agreement to extend the term an additional year with an option for an additional year; add \$190,000 in contract funding per each added year; increase (i) Sound Equipment Rental to \$600 per performance, (ii) Cartage to \$2,800 maximum per year, and (iii) Miscellaneous Expenses to \$4,000 per year; and revise the Consultant’s Cost Proposal.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

AMENDMENTS

Section 1. Section 2.0 is hereby amended as follows:

The phrase “**three (3) years**” is deleted and replaced with the phrase “**four (4) years**”).

The phrase “**The City shall have the option to extend the term for one additional year**” is added as the last sentence in section 2.0.

Section 2. Section 7.1 is hereby amended as follows:

The phrase “**From the effective date of the First Amendment, the approved costs schedule shall include allowable Sound Equipment Rental cost up to \$600 per performance, allowable Cartage costs up to \$2,800 per year and allowable Miscellaneous Expenses to \$4,000 per year**” is added to Section 7.1

Section 3. Section 7.2 is hereby amended as follows:

The amount “**Five Hundred Seventy Thousand Dollars (\$570,000)**” shall be deleted and replaced with the amount “**Seven Hundred Sixty Thousand Dollars (\$760,000)**”

The phrase “**If LAWA exercises the option to extend the term for an additional year, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed Nine Hundred Fifty Thousand Dollars (\$950,000.)**” shall be added to Section 7.2

Section 4. Consultant’s Cost Proposal is hereby amended as follows:

Consultant’s Cost Proposal attached to the Agreement is hereby deleted and replaced with “**Consultants’ Cost Proposal**” attached hereto as Exhibit A.

Section 5. Except as amended or modified by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this First Amendment. If there is any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of the Agreement are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

Section 6. **No Third-Party Beneficiaries.** No provisions of the Agreement or this First Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This First Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 7. **Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement and this First Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this First Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this First Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this First Amendment shall not be affected thereby,

and each provision of this First Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

Section 8. Counterparts. This First Amendment and any other document necessary for the consummation of the transaction contemplated by this First Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this First Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

THE REMAINDER OF THIS PAGE IS BLANK

IN WITNESS WHEREOF, City has caused this First Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by it duly authorized officers, all as of the day and year first herein above written.

APPROVED AS TO FORM:

CITY OF LOS ANGELES

HYDEE FELDSTEIN SOTO,
City Attorney

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By: _____
Deputy City Attorney

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer
Department of Airports

RUM AND HUMBLE, INC.

RUM AND HUMBLE, INC.

By: Martin Fleischmann
Signature
Martin Fleischmann

Print Name
President

Print Title

By: Martin Fleischmann
Signature
Martin Fleischmann

Print Name
Secretary

Print Title

APPROVED AS TO FORM:

By: _____

EXHIBIT A

Project Manager.....\$175.00/hr.
Production Manager.....\$50.00/hr.
Sound Tech.....\$40.00/hr.
Production Assistant.....\$37.00/hr.
Graphic Designer.....\$175.00/hr.
Photographer.....\$325.00/show

EXHIBIT A

**FIRST AMENDMENT
TO
MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM
AGREEMENT DA-5422
BETWEEN THE
CITY OF LOS ANGELES DEPARTMENT OF AIRPORTS
AND
FUTURE ROOTS, INC.**

THIS FIRST AMENDMENT to MUSICAL ARTS AND CULTURAL PRODUCTION PROGRAM AGREEMENT DA-5422 with FUTURE ROOTS, INC. (hereinafter referred to as "Agreement") is entered into and effective this ____ day of ____, 2024, at Los Angeles, California, by and between the **CITY OF LOS ANGELES**, a municipal corporation, (herein after referred to as "City"), acting by order of and through the Board of Airport Commissioners (hereinafter referred to as "Board") of the Department of Airports, also known as Los Angeles World Airports (hereinafter referred to as "Department" or "LAWA"), and **FUTURE ROOTS, INC.** (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, LAWA and CONSULTANT entered into DA-5422 (hereinafter the "Agreement") on February 25, 2020, and LAWA issued the Notice to Proceed to CONSULTANT effective April 23, 2021;

WHEREAS, the Agreement term would expire April 22, 2024;

WHEREAS, LAWA and CONSULTANT desire to amend the Agreement to extend the term an additional year with an option for an additional year; add \$190,000 in contract funding per each added year; increase (i) Sound Equipment Rental to \$600 per performance, (ii) Cartage to \$2,800 maximum per year, and (iii) Miscellaneous Expenses to \$4,000 per year, and revise the Consultant's Cost Proposal.

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED as follows:

AMENDMENTS

Section 1. Section 2.0 is hereby amended as follows:

The phrase "**three (3) years**" is deleted and replaced with the phrase "**four (4) years**".

The phrase "**The City shall have the option to extend the term for one additional year**" is added as the last sentence in section 2.0.

Section 2. Section 7.1 is hereby amended as follows:

The phrase “**From the effective date of the First Amendment, the approved costs schedule shall include allowable Sound Equipment Rental cost up to \$600 per performance, allowable Cartage costs up to \$2,800 per year and allowable Miscellaneous Expenses to \$4,000 per year**” is added to Section 7.1

Section 3. Section 7.2 is hereby amended as follows:

The amount “**Five Hundred Seventy Thousand Dollars (\$570,000)**” shall be deleted and replaced with the amount “**Seven Hundred Sixty Thousand Dollars (\$760,000)**”

The phrase “**If LAWA exercises the option to extend the term for an additional year, the total compensation to be paid to the Consultant for all services rendered under this contract shall not exceed Nine Hundred Fifty Thousand Dollars (\$950,000.)**” shall be added to Section 7.2

Section 4. Consultant’s Cost Proposal is hereby amended as follows:

Consultant’s Cost Proposal attached to the Agreement is hereby deleted and replaced with “**Consultants’ Cost Proposal**” attached hereto as Exhibit A.

Section 5. Except as amended or modified by this First Amendment, the Agreement is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect, unaltered and unchanged by this First Amendment. If there is any conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all terms and provisions of the Agreement are amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

Section 6. **No Third-Party Beneficiaries.** No provisions of the Agreement or this First Amendment may be amended or added to except by a written agreement signed by the Parties or their respective successors-in-interest. This First Amendment is not intended to confer upon any person other than the Parties, any rights or remedies hereunder.

Section 7. **Governing Law; Interpretation.** This First Amendment shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement and this First Amendment are subject to the provisions of the Los Angeles Administrative Code. Each Party represents and warrants that this First Amendment has been negotiated and drafted at arms-length by equally sophisticated parties, and any ambiguity cannot be attributed to either Party hereto. If any provision of this First Amendment, or the application thereof to any persons or circumstances, shall be invalid or unenforceable, the remainder of this First Amendment shall not be affected thereby,

and each provision of this First Amendment shall be valid and shall be enforceable to the fullest extent permitted by law.

Section 8. Counterparts. This First Amendment and any other document necessary for the consummation of the transaction contemplated by this First Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this First Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this First Amendment had been delivered that had been signed using a handwritten signature. All parties to this First Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this First Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this First Amendment based on the foregoing forms of signature. If this First Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

THE REMAINDER OF THIS PAGE IS BLANK

IN WITNESS WHEREOF, City has caused this First Amendment to be executed on its behalf by the Chief Executive Officer and Consultant has caused the same to be executed by it duly authorized officers, all as of the day and year first herein above written.

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
Deputy City Attorney

CITY OF LOS ANGELES

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By: _____
Chief Executive Officer
Department of Airports

By: _____
Chief Financial Officer
Department of Airports

FUTURE ROOTS, INC.

By: Alm.
Signature

Alejandro Cohen

Print Name

Treasurer/Secretary

Print Title

FUTURE ROOTS, INC.

By: Alm.
Signature

Alejandro Cohen

Print Name

Executive Director

Print Title

APPROVED AS TO FORM:

By: _____

EXHIBIT A



www.dublab.com
1035 W 24th St.
Los Angeles CA, 90007

Key Staff for LAX Presents	Hourly Rate
Event Producer / Manager	\$72/ hr
Project Manager	\$80/ hr
Production Assists / A/V Technician	\$65/ hr
Graphic Designer	\$60/ hr
Communications & Promotion	\$45/ hr

Eli Welbourne
eli.welbourne@gmail.com
+1.512.636.3147
Project Manager

Alejandro Cohen
ale@dublab.com
+1.323.603.8187
Executive Director